

May 26, 2009

CLERK, U.S. BANKRUPTCY COURT  
EASTERN DISTRICT OF CALIFORNIA

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THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF CALIFORNIA

In re: VICTOR KRAVCHENKO and TETYANA KRAVCHENKO	)	Case No. 2009-22718-C-07
	)	Adversary Number:
Debtor(s)	)	
UKRAINIAN FEDERAL CREDIT UNION	)	COMPLAINT TO DENY
Plaintiff	)	DISCHARGE OF DEBT
v.	)	[11 USC 523 (a) (2) (A)]
VICTOR KRAVCHENKO and TETYANA KRAVCHENKO	)	
Defendant(s)	)	

GENERAL ALLEGATIONS

Plaintiff, UKRAINIAN FEDERAL CREDIT UNION, by and through its attorney of record, John D. Creedon, Esq., complaining of the above named Defendant(s) alleges the following:

1. This court has jurisdiction over this controversy under the provisions of 11 U.S.C. 523 (a) (2) (A) and 11 U.S.C. 727.

2. Defendant(s) are debtor(s) in this Chapter 7 case and Plaintiff is a creditor of the above named Defendant(s).

3. Defendant(s) have not been discharged under 11 U.S.C. 727.

4. This is an adversary proceeding to deny Debtor's discharge of a debt under the provisions of 11 U.S.C. 523 (a) (2) (A).

FIRST CAUSE OF ACTION

5. Plaintiff incorporates paragraphs 1 through 4 above as if set forth at length herein

1       6. Defendant(s) were members of the credit union and as such were granted lines of credit  
2 Within the period of presumptive insolvency and while actually insolvent Defendant(s) accessed those  
3 lines of credit.

4       7. When allowing Defendant(s) to access the lines of credit provided by Plaintiff, Plaintiff did  
5 not know that Defendant(s) were insolvent given their past history of paying obligations on time.  
6 Plaintiff justifiably relied on Defendant(s)' representations that they were solvent and would continue  
7 to repay the sums drawn thereon. Had Plaintiff known of Defendant(s)' insolvency and inability and  
8 lack of intent to repay the sums withdrawn, it would have closed the subject lines of credit.

9       8. In so acting, Defendant(s) acted fraudulently and intentionally to damage Plaintiff by taking  
10 funds that they could not and would not repay.

11       WHEREFORE, Plaintiff prays that:


12       1. The outstanding debt be determined to be nondischargeable;

13       2. A money judgment be entered against Defendant(s) in the total sum of \$1,809.00 with  
14 prejudgment interest thereon at the contract rate of 7.25%.

15       3. For an award of court costs and attorney fees;

16       4. For whatever additional relief the court determines to be just and appropriate.

17  
18 Dated: 5/26/09

  
JOHN D. CREEDON  
Attorney for Plaintiff